

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS

CORPUS CHRISTI DIVISION

LOUISIANA INTERNATIONAL MARINE,
L.L.C.

versus

The Drilling Rig ATLAS CENTURY, and
her engines, tackle, apparel,
appurtenances, *etc.*, *in rem*, and KTM
SERVICES, INC., *in personam*

CIVIL ACTION

NO. 11 - 186
ADMIRALTY

VERIFIED COMPLAINT

TO THE JUDGES OF THE SOUTHERN DISTRICT OF TEXAS:

NOW COMES Plaintiff Louisiana International Marine, L.L.C. (“Louisiana International”), and for its *Verified Complaint* against the Drilling Rig ATLAS CENTURY, and her engines, tackle, apparel, appurtenances, *etc.*, *in rem*, and KTM Services, Inc. (“KTM”), *in personam*, asserting admiralty and maritime claims within the meaning of Federal Rule of Civil Procedure 9(h), and Rule C of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions, alleges upon information and belief as follows:

1.

Plaintiff Louisiana International Marine, L.L.C. is a limited liability company duly organized and existing under and by virtue of the laws of the State of Louisiana, with an office and principal place of business located at 1423 Whitney Avenue, Gretna, Louisiana, 70056-5027.

2.

The Drilling Rig ATLAS CENTURY is purportedly a U.S. flagged vessel, with principal dimensions of a length of 82.2 meters, and a beam of 52.7 meters, and is or will be in the jurisdiction of the United States District Court for the Southern District of Texas while this action is pending.

3.

Defendant KTM Services, Inc. is a business corporation duly organized and existing under and by virtue of the laws of the State of Texas, with an office and principal place of business located at 1100 Nasa Parkway, Suite 210, Houston, Texas, 77058, and at all times pertinent hereto was and is doing business within the jurisdiction of the United States District Court for the Southern District of Texas, and is the owner and operator of the Drilling Rig ATLAS CENTURY.

4.

On or about April 1, 2011, Louisiana International contracted with KTM for the towage of the Drilling Rig ATLAS CENTURY from Sabine Pass, Texas to Ingleside, Texas. *See copy of "TOWCON" INTERNATIONAL OCEAN TOWAGE AGREEMENT (LUMP SUM), attached as exhibit 1.*

5.

Pursuant to the *"TOWCON" INTERNATIONAL OCEAN TOWAGE AGREEMENT (LUMP SUM)*, Louisiana International utilized two vessels, the M/V LA INVADER and the M/V LA COMMANDER, to accomplish the contracted-for towage of the Drilling Rig ATLAS CENTURY from Sabine Pass, Texas to Ingleside, Texas.

6.

Pursuant to the *“TOWCON” INTERNATIONAL OCEAN TOWAGE AGREEMENT (LUMP SUM)*, the M/V LA INVADER and the M/V LA COMMANDER commenced their contracted-for towage of the Drilling Rig ATLAS CENTURY at approximately 0800 hours on May 14, 2011.

7.

Louisiana International successfully completed its duties and responsibilities as set forth in the *“TOWCON” INTERNATIONAL OCEAN TOWAGE AGREEMENT (LUMP SUM)* with successful delivery of the Drilling Rig ATLAS CENTURY to Kiewit Dock in Ingleside, Texas at approximately 1000 hours on June 1, 2011.

8.

Pursuant to the *“TOWCON” INTERNATIONAL OCEAN TOWAGE AGREEMENT (LUMP SUM)*, Louisiana International invoiced KTM for the contracted-for services of the M/V LA INVADER and the M/V LA COMMANDER to tow the Drilling Rig ATLAS CENTURY in the total amount of nine hundred ninety-six thousand, six hundred dollars and zero cents (\$996,600.00).

8.

To date, KTM has paid Louisiana International one hundred thirty-seven thousand, five hundred dollars and zero cents (\$137,500.00) for the contracted-for services of the M/V LA INVADER and the M/V LA COMMANDER to tow the Drilling Rig ATLAS CENTURY.

9.

As of the filing of this suit, KTM owes Louisiana International eight hundred fifty-nine thousand, one hundred dollars and zero cents (\$859,100.00) for the contracted-for services of the M/V LA INVADER and the M/V LA COMMANDER to tow the Drilling Rig ATLAS CENTURY.

10.

Louisiana International has duly demanded payment of the outstanding eight hundred, fifty-nine thousand, one hundred dollars and zero cents (\$859,100.00) from KTM, no part of which has been paid.

11.

All conditions precedent to suit have been performed or have occurred.

12.

KTM is justly and truly indebted to Louisiana International in the amount of eight hundred fifty-nine thousand, one hundred dollars and zero cents (\$859,100.00) for Louisiana International's satisfaction and successful completion of the contracted-for towage of the Drilling Rig ATLAS CENTURY from Sabine Pass to Ingleside, Texas, utilizing the services of the M/V LA INVADER and the M/V LA COMMANDER.

13.

All and singular, the above is true and correct, and within the admiralty and maritime jurisdiction of this Honorable Court.

WHEREFORE, Plaintiff Louisiana International Marine, L.L.C. prays:

1. That process in due form of law according to the course and practice of this Honorable Court in causes of admiralty and maritime jurisdiction may issue against

the Drilling Rig ATLAS CENTURY, and her engines, tackle, apparel, appurtenances, *etc.*, whether the same be aboard or ashore, and that all persons claiming any interest in the Drilling Rig ATLAS CENTURY be cited to appear and answer the matters aforesaid, and that the Drilling Rig ATLAS CENTURY be condemned and sold, free and clear of all liens, to pay the demands and claims aforesaid, together with the costs of seizure and arrest, expenses, attorneys' fees, interest, and costs;

2. That Plaintiff Louisiana International Marine, L.L.C.'s claim for payment of its contracted-for services pursuant to the "*TOWCON*" *INTERNATIONAL OCEAN TOWAGE AGREEMENT (LUMP SUM)* be duly recognized as a claim for maritime necessities, and superior to the interests, liens, or claims of any and all other persons, firms, or corporations whatsoever, except such persons, firms, or corporations that may hold valid and legally recognized superior preferred maritime liens on the Drilling Rig ATLAS CENTURY;

3. That this Honorable Court shall direct the manner in which actual notice of the commencement of this action to foreclose shall be given by Plaintiff Louisiana International Marine, L.L.C., to the captain, master, or other ranking officer of the Drilling Rig ATLAS CENTURY, as well as those persons, firms, or corporations who may have recorded preferred liens on the Drilling Rig ATLAS CENTURY;

4. That a *Judgment* in favor of Plaintiff Louisiana International Marine, L.L.C. be rendered against the Drilling Rig ATLAS CENTURY, and her engines, tackle, apparel, appurtenances, *etc.*, *in rem*, and against Defendant KTM Services, Inc., *in personam*, in the principal sum of eight hundred fifty-nine thousand, one hundred dollars and zero cents (\$859,100.00), the cost of seizure and custodianship of the

Drilling Rig ATLAS CENTURY, all costs of collection and of these proceedings, and reasonable attorneys' fees;

5. That in due course, the Drilling Rig ATLAS CENTURY be ordered sold, and that the proceeds of the sale be applied to the amounts owed to Plaintiff Louisiana International Marine, L.L.C.; and

6. For all other legal, equitable, and general relief to which Plaintiff Louisiana International Marine, L.L.C. may be entitled.

Respectfully submitted on June 1, 2011.

WAITS, EMMETT & POPP, L.L.C.

s/Matthew F. Popp

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PLEASE SERVE:

**THE DRILLING RIG ALTAS CENTURY
KIEWIT DOCK
2440 KIEWIT ROAD
INGLESIDE, TEXAS 78362-5101**

**DEFENDANT KTM SERVICES, INC.
1100 NASA PARKWAY, SUITE 210
HOUSTON, TEXAS 77058**